

**RESOLUTION NO. 09-144**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A BUS LEASE AGREEMENT WITH FIRST TRANSIT, INC., AN OHIO CORPORATION, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

**WHEREAS**, in 2001, ASTI, Inc., a subsidiary of Coach USA, Inc., entered into a professional services agreement for one year with successive one-year renewals subject to an annual maximum 3% increase of last year's hourly rate compensation to procure vehicles, design, operate and maintain the Hialeah Transit System or bus circulator system

**WHEREAS**, on June 25, 2003, the City of Hialeah consented to the assignment of the agreement to First Transit, Inc. and has renewed the agreement on an annual basis; and

**WHEREAS**, on December 13, 2006, the City entered into a separate bus lease agreement to lease certain buses to First Transit, Inc. so that First Transit can operate City-owned buses with the corresponding reduction in costs when the buses were leased to the City in 2001; and

**WHEREAS**, the City finds it in the best interest to renew this bus lease agreement based on satisfaction with the continuing performance of the provider First Transit, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a bus lease agreement with First Transit, Inc., an Ohio corporation, a copy of which is attached hereto and made



a part hereof as Exhibit "1".

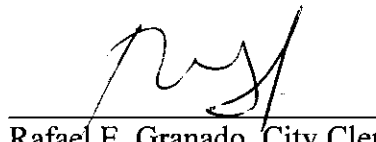
PASSED AND ADOPTED this 22nd day of September, 2009.



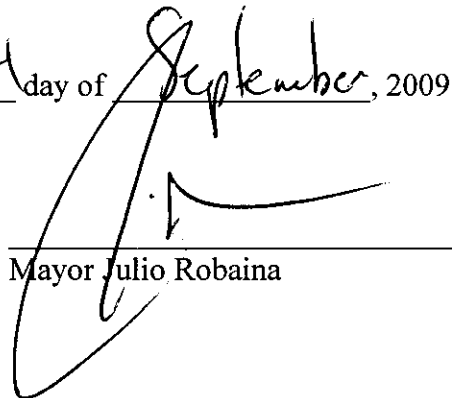
Carlos Hernandez  
Council President

Attest:

Approved on this 24 day of September, 2009.



Rafael E. Granado, City Clerk



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes".



## **BUS LEASE AGREEMENT**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Hialeah, Florida, ("CITY"), 501 Palm Avenue, Hialeah, Florida 33010 and First Transit, Inc., ("FIRST TRANSIT"), having its principal place of business at 600 Vine Street, Suite #1400, Cincinnati, Ohio 45202.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Term. The term of this lease shall commence on October 1, 2009 and terminate on September 30, 2010, unless otherwise terminated as provided herein. The parties may agree to a successive one-year renewal of the agreement by resolution.

1. Vehicle.

The CITY hereby agrees to lease to FIRST TRANSIT the buses listed in Exhibit "1". The CITY warrants that it has full right, power and authority to the buses listed in Exhibit "1".

3. Taxes, fees, and costs. FIRST TRANSIT agrees to be responsible for any cost, fee, tax, fine or assessment related to the buses' licensing, use, value or possession per applicable law or regulation.

4. Maintenance.

- a. FIRST TRANSIT shall be responsible for all costs and expenses incurred by reason of damage to any portion of the buses caused by abuse, misuse, negligence or accident on the part of any employee of FIRST TRANSIT.
- b. It shall be the responsibility of FIRST TRANSIT to present the buses to the CITY for both repairs due to damage and scheduled maintenance.

5. Agreements by FIRST TRANSIT. FIRST TRANSIT acknowledges and agrees:

- a. that the buses are the property of the CITY;
- b. to return the buses to the CITY at Fleet Maintenance, 900 East 56 Street, Hialeah, Florida 33013 at the end of the lease term in the same condition as received, except for ordinary wear and tear; and,
- c. to report to the CITY any accident involving the buses or any loss of or damage to the buses.



6. Driver Requirements. The drivers of the buses shall be employees of FIRST TRANSIT, paid by FIRST TRANSIT and under full control of FIRST TRANSIT. They shall be licensed in accordance with the laws of the State of Florida.
7. Bus Operations. FIRST TRANSIT further agrees that the buses will not be operated:
  - a. in violation of any applicable law, ordinance, rule or regulation of any governmental agency;
  - b. by any person under the age of 21;
  - c. by any person who is not duly licensed and qualified;
  - d. to push or tow any other vehicle;
  - e. by any person while under the influence of intoxicants or drugs; and,
  - f. outside the usual course of business of FIRST TRANSIT.
8. Insurance.
  - a. FIRST TRANSIT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance, in such amounts acceptable to the Risk Manager of the CITY.
  - b. Such policy or policies shall be issued by the United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. FIRST TRANSIT shall specifically protect CITY by naming CITY as additional insured under the Comprehensive General Liability Insurance Policy.
  - c. All policies shall provide a notice of cancellation or restriction: The policy or policies must be endorsed to provide CITY with 30 days notice of cancellation and/or restriction.
    - i. Worker's Compensation Insurance to apply for all employees in compliance with the state worker's compensation law and all applicable federal law.
    - ii. Comprehensive General Liability Insurance with minimum limits of \$2,000,000 per occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent



Contractors; and (3) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

- iii. Business Automobile Liability Insurance with minimum liability limits of \$5,000,000 per occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: (1) Owned vehicle; and (2) Hired and non-owned vehicles.
  - iv. FIRST TRANSIT shall provide City with a Certificate of Insurance or a copy of all insurance policies required in this article. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given 30 days notice prior to expiration or cancellation of the policy.
9. Indemnity by FIRST TRANSIT. FIRST TRANSIT shall indemnify and save the CITY, its officials, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and cause of action which arise out of or in connection with FIRST TRANSIT's activities under this agreement, including all NEGLIGENT or intentional acts or omissions to act on the part of the FIRST TRANSIT or any persona acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities insured in the defense of any claims or in the investigation thereof.
10. Assignment. The duties and obligations undertaken by the parties herein pursuant to this agreement shall not be delegated or assigned to any person or firm, unless both parties shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm. Under no circumstances shall either party assign, transfer, convey or otherwise hypothecated any interest, rights, duties or obligations hereunder or any part thereof.
11. Counterparts. This lease may be executed in counterparts and delivered by fax transmission, all of such counterparts and/or copies constituting a single integrated document.
12. Notice. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.



**CITY**

Jorge de la Nuez  
Transit Manager  
Fleet Maintenance  
900 East 56 Street  
Hialeah, FL 33013

**FIRST TRANSIT, INC.**

Brad Thomas  
President  
600 Vine Street  
Suite #1400  
Cincinnati, OH 45202

13. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their duly authorized representatives.

City of Hialeah, Florida  
501 Palm Avenue  
Hialeah, FL 33010-0040

Attest:

Authorized signature on behalf of  
City of Hialeah

\_\_\_\_\_  
Rafael E. Granado      Date  
City Clerk

\_\_\_\_\_  
Mayor Julio Robaina      Date

(SEAL)

Approved as to legal sufficiency and form:

\_\_\_\_\_  
William M. Grodnick  
City Attorney

Attest:

First Transit, Inc.  
600 Vine Street, Suite #1400  
Cincinnati, OH 45202

\_\_\_\_\_  
Corporate Secretary  
(SEAL)

\_\_\_\_\_  
Michael Murray, President      Date



Exhibit '1'

Vehicle Identification Number	Year	Make
1BAGBCPA22F208836	2002	Bluebird
1BAGBCPA42F208837	2002	Bluebird
1BAGBCPA82F208839	2002	Bluebird
1BAGBCPA42F208840	2002	Bluebird
1BAGBCPA62F208841	2002	Bluebird
1BAGBCPA82F208842	2002	Bluebird
1BAGBCPA62F208843	2002	Bluebird
1BAGBCPA12F208844	2002	Bluebird
1BAGBCPA32F208845	2002	Bluebird
1BAGEBPA96W100463	2006	Bluebird Ultra LF
1N93495319A140154	2009	NABI Bluebird L4RE-30.01
1N934953X9A140153	2009	NABI Bluebird L4RE-30.01